

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

ORALIA GONZALEZ TALAMANTES, et al.,

Plaintiffs,

vs.

MI RANCHO SUPERMARKET (SAN JOSE),
INC., et al.,

Defendants.

Case No.: 20CV365957

**ORDER CONCERNING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS/PAGA SETTLEMENT**

This is a putative class and Private Attorneys General Act ("PAGA") action by employees of supermarkets allegedly operated by a group of corporate entity and individual defendants. Plaintiffs allege that Defendants failed to provide compliant meal and rest periods or premium pay, failed to compensate employees for off-the-clock work and to properly compensate them for double shifts, failed to reimburse them for business expenses, and committed other wage and hour violations.

Before the Court is Plaintiffs' motion for preliminary approval of a settlement. The Court issued a tentative ruling on June 1, 2022, and no one contested it at the hearing on June 2. The Court now issues its final order, which GRANTS preliminary approval.

1 **I. BACKGROUND**

2 According to the operative complaint, Defendants are an integrated enterprise operating a
3 chain of Hispanic supermarkets, including at least six corporate entity defendants and three
4 individual defendants.¹ (Second Amended Complaint (“SAC”), ¶ 17.) Plaintiff Oralia Gonzalez
5 Talamantes was employed as a Front-End Cashier and Grocery Clerk at Defendants’ Story Road,
6 San Jose location from February 2018 to February 2020. (*Id.*, ¶ 14.) Plaintiff Cesar Hernandez
7 Martinez worked at the same location from March 2019 to May 2020, first as a Grocery Clerk
8 and then as an Assistant Store Supervisor. (*Id.*, ¶ 15.) And Plaintiff Blanca Magaña worked at
9 Defendants’ Charter Street, Redwood City and Monterey Highway, San Jose locations as an
10 Assistant Manager. (*Id.*, ¶ 16.)

11 Plaintiffs allege that, due to chronic understaffing practiced to maximize profits,
12 Defendants’ stores lacked the necessary coverage to permit employees to take compliant meal
13 periods, and employees missed meal periods or had their meal periods interrupted without
14 receiving pay for this time worked. (SAC, ¶ 54.) In addition, Defendants failed to pay overtime
15 and double time to employees who worked double shifts. (*Id.*, ¶ 55.) Employees are required to
16 work after clocking off at closing, and to answer work-related calls from managers on their days
17 off. (*Id.*, ¶¶ 56–57.) Defendants did not provide second meal periods to employees who worked
18 over 10 hours in a day, and did not pay meal period premiums for missed or noncompliant meal
19 periods. (*Id.*, ¶¶ 58–59.) They also failed to provide employees with compliant rest breaks. (*Id.*,
20 ¶¶ 61–62.)

21 These violations resulted in derivative wage statement violations, and Defendants also
22 failed to calculate employees’ regular rates of pay correctly for purposes of paying overtime and
23

24 ¹ The parties to the settlement are Mi Rancho Supermarket (San Jose) Inc., Mi Rancho
25 Supermarket (San Jose 2), Inc., Mi Rancho Supermarket (Redwood City) Inc., Mi Rancho
26 Supermarket (Redwood City Store 2) Inc., Mi Rancho Supermarket (San Leandro) Inc., and
Jesus and Yolanda Lopez.

27 Mi Rancho Supermarket (San Mateo) Inc. and Minerva Pulido were previously named as
28 defendants, but were dismissed by the Court (Judge Walsh) in October 2020, as requested by the
parties and after considering Rule 3.770(a) of the Rules of Court. Their dismissal appears
appropriate.

1 to list all deductions and the name and address of the legal entity that is the employer. (SAC,
2 ¶¶ 63–65.) Defendants failed to maintain required payroll records detailing the name and
3 addresses of all employees and to keep, at a central location in California or at the establishments
4 at which employees are enrolled, payroll records detailing the hours worked and wages paid to
5 those employed at the establishment. (*Id.*, ¶ 66.) They also failed to maintain time records
6 detailing when employees begin and end each work period, meal period, and split shift interval,
7 as required by IWC Wage Order No. 4-2001. (*Id.*, ¶ 67.)

8 As a result of the above-described violations and because Defendants required employees
9 to wait for several days to cash or deposit their paychecks, Defendants failed to timely pay wages
10 during employment. (SAC, ¶ 68.) They failed to timely pay wages upon termination due to the
11 same underlying violations and because they did not provide final wages within the time required
12 by the Labor Code. (*Id.*, ¶¶ 69–70.)

13 Finally, Defendants required Plaintiffs and other employees to use their personal cell
14 phones for work purposes—such as responding to calls and texts from managers outside of work
15 hours about scheduling and other issues—but failed to reimburse them for associated expenses.
16 (SAC, ¶ 72.) They required employees to pay out-of-pocket for uniform expenses like procuring
17 required slip-resistant shoes. (*Id.*, ¶ 73.) And they required some employees, including Plaintiff
18 Martinez, to travel to other store locations during their shifts in their own personal vehicles
19 without reimbursing their costs and mileage. (*Id.*, ¶ 74.)

20 Based on these allegations, Plaintiffs bring putative class claims against Defendants for
21 the following claims: (1) failure to pay overtime wages; (2) failure to pay minimum wages;
22 (3) failure to pay premium pay for non-compliant meal periods; (4) failure to pay premium pay
23 for non-compliant rest periods; (5) failure to furnish accurate itemized wage statements; (6)
24 failure to maintain required records; (7) failure to pay all wages when due; (8) failure to pay all
25 wages due to discharged and quitting employees; (9) failure to indemnify employees for
26 necessary expenditures; and (10) unfair and unlawful business practices. Plaintiffs also bring
27 (11) a representative claim for PAGA penalties.
28

1 The parties have now reached a settlement. Plaintiffs move for an order preliminarily
2 approving the settlement of the class and PAGA claims, provisionally certifying the settlement
3 class, approving the form and method for providing notice to the class, and scheduling a final
4 fairness hearing.

5 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

6 **A. Class Action**

7 Generally, “questions whether a [class action] settlement was fair and reasonable,
8 whether notice to the class was adequate, whether certification of the class was proper, and
9 whether the attorney fee award was proper are matters addressed to the trial court’s broad
10 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
11 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
12 260.)

13 In determining whether a class settlement is fair, adequate and reasonable, the
14 trial court should consider relevant factors, such as the strength of plaintiffs’ case,
15 the risk, expense, complexity and likely duration of further litigation, the risk of
16 maintaining class action status through trial, the amount offered in settlement, the
17 extent of discovery completed and the stage of the proceedings, the experience
18 and views of counsel, the presence of a governmental participant, and the reaction
19 of the class members to the proposed settlement.
20 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

21 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
22 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
23 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
24 weighing of factors depending on the circumstances of each case. (*Wershba, supra*, 91
25 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
26 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
27 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
28

1 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
2 marks omitted.)

3 The burden is on the proponent of the settlement to show that it is fair and
4 reasonable. However “a presumption of fairness exists where: (1) the settlement
5 is reached through arm’s-length bargaining; (2) investigation and discovery are
6 sufficient to allow counsel and the court to act intelligently; (3) counsel is
7 experienced in similar litigation; and (4) the percentage of objectors is small.”
8 (*Wershba, supra*, 91 Cal.App.4th at p. 245, citation omitted.) The presumption does not permit
9 the Court to “give rubber-stamp approval” to a settlement; in all cases, it must “independently
10 and objectively analyze the evidence and circumstances before it in order to determine whether
11 the settlement is in the best interests of those whose claims will be extinguished,” based on a
12 sufficiently developed factual record. (*Kullar, supra*, 168 Cal.App.4th at p. 130.)

13 **B. PAGA**

14 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
15 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
16 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
17 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
18 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
19 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
20 (2014) 59 Cal.4th 348, 380.)

21 Similar to its review of class action settlements, the Court must “determine independently
22 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
23 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
24 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
25 remediate present labor law violations, deter future ones, and to maximize enforcement of state
26 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
27 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
28 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to

benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

The settlement must be reasonable in light of the potential verdict value. (See *O’Connor, supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

III. SETTLEMENT PROCESS

Before mediating the case, the parties engaged in formal and informal discovery. Defendants produced thousands of pages of documents and electronic data including time records, earnings statements, company policies, and employee handbooks. Plaintiffs’ counsel analyzed this data, the potential class-wide damages, and the law governing the parties’ claims and defenses. They also interviewed many putative class members and obtained signed declarations attesting to Defendants’ policies and practices.

On September 7, 2021, the parties mediated with Jeffrey Ross, Esq. and reached the settlement before the Court.

IV. SETTLEMENT PROVISIONS

The non-reversionary gross settlement amount is \$2,000,000. Attorney fees of up to \$700,000 (thirty-five percent of the gross settlement), litigation costs not to exceed \$20,000, and administration costs of up to \$12,000 will be paid from the gross settlement. \$100,000 will be allocated to PAGA penalties, 75 percent of which will be paid to the LWDA. The named plaintiffs will seek incentive awards of \$10,000 each, for a total of \$30,000.

The net settlement, approximately \$1,163,000, will be allocated to settlement class members proportionally based on their weeks worked during the class period. The average payment will be around \$1,074.86 to each of the 1,082 class members. Class members will not be required to submit a claim to receive their payments. For tax purposes, settlement payments will be allocated 20 percent to wages and 80 percent to penalties and interest. The employer’s

1 share of taxes will be paid from the net settlement. Funds associated with checks uncashed after
2 180 days will be sent to the Katharine & George Alexander Community Law Center as the *cy*
3 *pres* recipient.

4 In exchange for the settlement, class members who do not opt out will release “all claims
5 against Defendants as alleged in the Second Amended Complaint, or [which] could have been
6 alleged, based upon the same factual predicate as the claims raised in the Second Amended
7 Complaint, including, but not limited to,” specified wage and hour claims. The scope of the
8 release is appropriately tied to the factual allegations in the complaint. (See *Amaro v. Anaheim*
9 *Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

10 **V. FAIRNESS OF SETTLEMENT**

11 Based on the investigation described above, Plaintiffs’ counsel determined that Plaintiffs
12 had a reasonable likelihood of success on their claims for failure to provide first and second meal
13 periods and failure to provide first, second, and third rest periods. They estimated top-end
14 damages for these claims to be approximately \$3,464,885. Notably, Defendants implemented
15 second meal period waivers in May 2020 that would substantially diminish second meal period
16 violations after that date.

17 Counsel determined that the likelihood of success on the other claims was much less
18 certain. Regarding off-the-clock work, Mi Rancho presented the defense that such time was
19 against company policy, was de minimus, and was subject to individualized inquiries.
20 Defendants obtained individual settlements with employees who claimed unpaid overtime due to
21 working at multiple stores on the same day or under multiple identities. And Plaintiffs’ counsel
22 determined that claims for mileage were highly individualized and not appropriate for class
23 treatment. Plaintiffs’ counsel concluded that it would be difficult to prove willful violations to
24 support wage statement and waiting time penalties, and that derivative claims for such penalties
25 may fail as a matter of law.

26 Plaintiffs originally did not provide valuations of these less certain claims, and did not
27 address other theories of wage statement violations, failure to reimburse business expenses, and
28 untimely payment of wages during employment and upon separation that are alleged in the SAC,

1 nor do they address the potential PAGA penalties available in the case. The Court asked
2 Plaintiffs' counsel to provide a supplemental declaration addressing these issues, along with an
3 estimate of the full maximum value of the entire case.

4 Plaintiff's counsel now has done so. After reviewing the comprehensive declaration, the
5 Court believes this settlement is reasonable, in light of the difficulty Plaintiff would face in
6 proving certain claims, as discussed above and the uncertainty in the amount of PAGA penalties
7 available. The Court therefore finds that the settlement is fair and reasonable to the class for
8 purposes of preliminary approval, and the PAGA allocation is genuine, meaningful, and
9 reasonable in light of the statute's purposes.

10 The Court retains an independent right and responsibility to review the requested attorney
11 fees and award only so much as it determines to be reasonable. (See *Garabedian v. Los Angeles*
12 *Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.) While 1/3 of the common fund
13 for attorney fees is generally considered reasonable, counsel shall submit lodestar information
14 prior to the final approval hearing in this matter so the Court can compare the lodestar
15 information with the requested fees. The Court is not inclined to approve an attorney fee award
16 of 35 percent of the common fund.

17 **VI. PROPOSED SETTLEMENT CLASS**

18 Plaintiffs request that the following settlement class be provisionally certified:

19 All persons who are currently employed, or formerly have been employed, as
20 non-exempt hourly employees by Defendants in California, at any time from
21 April 3, 2016, through the date of the Court's preliminary approval of this Action.

22 **A. Legal Standard for Certifying a Class for Settlement Purposes**

23 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
24 approving or denying certification of a provisional settlement class after [a] preliminary
25 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
26 class “when the question is one of a common or general interest, of many persons, or when the
27 parties are numerous, and it is impracticable to bring them all before the court”
28

1 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
2 (1) an ascertainable class and (2) a well-defined community of interest among the class
3 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
4 *Drug Stores*).) “Other relevant considerations include the probability that each class member
5 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
6 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
7 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
8 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
9 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

10 In the settlement context, “the court’s evaluation of the certification issues is somewhat
11 different from its consideration of certification issues when the class action has not yet settled.”
12 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
13 settlement-only context, the case management issues inherent in the ascertainable class
14 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
15 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
16 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
17 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

18 **B. Ascertainable Class**

19 A class is ascertainable “when it is defined in terms of objective characteristics and
20 common transactional facts that make the ultimate identification of class members possible when
21 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
22 (*Noel*).) A class definition satisfying these requirements

23 puts members of the class on notice that their rights may be adjudicated in the
24 proceeding, so they must decide whether to intervene, opt out, or do nothing and
25 live with the consequences. This kind of class definition also advances due
26 process by supplying a concrete basis for determining who will and will not be
27 bound by (or benefit from) any judgment.
28 (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

1 “As a rule, a representative plaintiff in a class action need not introduce evidence
2 establishing how notice of the action will be communicated to individual class members in order
3 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
4 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
5 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
6 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
7 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
8 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
9 own account records. No more is needed.”].)

10 Here, the class members are readily identifiable based on Defendants’ records, and the
11 settlement class is appropriately defined based on objective characteristics. The class is
12 numerous, ascertainable, and appropriately defined.

13 **C. Community of Interest**

14 The “community-of-interest” requirement encompasses three factors: (1) predominant
15 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
16 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
17 Cal.4th at pp. 326, 332.)

18 For the first community of interest factor, “[i]n order to determine whether common
19 questions of fact predominate the trial court must examine the issues framed by the pleadings
20 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
21 (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict
22 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
23 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
24 jointly tried, when compared with those requiring separate adjudication, are so numerous or
25 substantial that the maintenance of a class action would be good for the judicial process and to
26 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
27 (*Lockheed Martin*).) “As a general rule if the defendant’s liability can be determined by facts
28

1 common to all members of the class, a class will be certified even if the members must
2 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

3 Here, common legal and factual issues predominate. Plaintiffs’ claims all arise from
4 Defendants’ wage and hour policies and practices applied to the similarly-situated class
5 members.

6 As to the second factor,

7 The typicality requirement is meant to ensure that the class representative is able
8 to adequately represent the class and focus on common issues. It is only when a
9 defense unique to the class representative will be a major focus of the litigation,
10 or when the class representative’s interests are antagonistic to or in conflict with
11 the objectives of those she purports to represent that denial of class certification is
12 appropriate. But even then, the court should determine if it would be feasible to
13 divide the class into subclasses to eliminate the conflict and allow the class action
14 to be maintained.

15 (*Medraza v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations,
16 brackets, and quotation marks omitted.)

17 Like other members of the class, Plaintiffs were employed by Defendants as hourly
18 employees and allege that they experienced the violations at issue. The anticipated defenses are
19 not unique to Plaintiffs, and there is no indication that Plaintiffs’ interests are otherwise in
20 conflict with those of the class.

21 Finally, adequacy of representation “depends on whether the plaintiff’s attorney is
22 qualified to conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the
23 interests of the class.” (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
24 representative does not necessarily have to incur all of the damages suffered by each different
25 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
26 Cal.App.4th at p. 238.) “Differences in individual class members’ proof of damages [are] not
27 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
28

1 will defeat a party’s claim of representative status.” (*Ibid.*, internal citations and quotation marks
2 omitted.)

3 Plaintiffs have the same interest in maintaining this action as any class member would
4 have. Further, they have hired experienced counsel. Plaintiffs have sufficiently demonstrated
5 adequacy of representation.

6 **D. Substantial Benefits of Class Certification**

7 “[A] class action should not be certified unless substantial benefits accrue both to
8 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
9 internal quotation marks omitted.) The question is whether a class action would be superior to
10 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
11 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
12 class action is proper where it provides small claimants with a method of obtaining redress and
13 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
14 120–121, internal quotation marks omitted.)

15 Here, there are many class members, and it would be inefficient for the Court to hear and
16 decide the same issues separately and repeatedly for each class member. Further, it would be
17 cost prohibitive for each class member to file suit individually, as each member would have the
18 potential for little to no monetary recovery. It is clear that a class action provides substantial
19 benefits to both the litigants and the Court in this case.

20 **VII. NOTICE**

21 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
22 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
23 for class members to follow in filing written objections to it and in arranging to appear at the
24 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
25 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
26 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
27 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
28

1 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
2 3.766(e).)

3 Here, the notice describes the lawsuit, explains the settlement, and instructs class
4 members that they may opt out of the settlement or object. The gross settlement amount and
5 estimated deductions are provided. Class members are informed of their estimated payments on
6 the first page of the notice. Class members are given 45 days to request exclusion from the class
7 or submit a written objection to the settlement. The notice directs class members that they may
8 appear at the final fairness hearing to make an oral objection without filing a written objection,
9 and explains that they may appear in person or remotely via CourtCall, with class counsel to pay
10 any CourtCall fees. Notice will be provided in both English and Spanish.

11 The form of notice is adequate and will be approved.

12 Turning to the notice procedure, the parties have selected Simpluris, Inc. as the
13 settlement administrator. The administrator will mail the notice packet within 20 days of
14 preliminary approval. Any returned notices will be promptly re-mailed to any more current
15 address located through reasonable steps.

16 These notice procedures are appropriate and will be approved, with the modification that
17 the administrator shall update class members’ addresses using the National Change of Address
18 Database prior to its initial mailing of the notices.

19 **VIII. CONCLUSION**

20 The Court GRANTS Plaintiff’s motion for preliminary approval. The final approval
21 hearing shall take place on **September 8, 2022** at 1:30 p.m. in Dept. 1. The following class will
22 be preliminarily certified for settlement purposes:

23 All persons who are currently employed, or formerly have been employed, as
24 non-exempt hourly employees by Defendants in California, at any time from
25 April 3, 2016, through the date of the Court’s preliminary approval of this Action.
26
27
28

1 Before final approval, Plaintiffs shall lodge any individual settlement agreements they
2 may have executed with Defendant for the Court's review.

3 **IT IS SO ORDERED.**

4
5 Date: June 3, 2022



6 The Honorable Sunil R. Kulkarni
7 Judge of the Superior Court
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28